UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	Case No. 1:07-cv-2964
	)	U.S. District Judge Solomon Oliver, Jr.
Plaintiff,	)	
and	)	
KEVIN J. DUFFY, et al.,	)	
Plaintiffs/Intervenors,	)	
v.	)	
AREA TEMPS, INC., et al.,	)	
Defendants.	)	

CONSENT DECREE

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PART I GENERAL PROVISIONS

Section 101 Introduction

The Plaintiff, Equal Employment Opportunity Commission ("EEOC" or "Commission"), and Defendant Area Temps, Inc. ("Area Temps" or "Defendant") have agreed to resolve this action by the terms of this Consent Decree ("Decree").

On September 27, 2007, the Commission brought this action under Title VII of the 1964 Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.* ("Title VII"), Title I of the Civil Rights Act of 1991 ("CRA of 1991") and the Age Discrimination in Employment Act, 29 U.S.C. §621, *et seq*. ("ADEA") to correct unlawful employment practices on the bases of race, sex, national origin, age and retaliation for protected opposition and participation activity and to provide appropriate relief to Kevin Duffy, Ana Lopez and a class of individuals who applied for temporary employment with Area Temps and who were affected by Defendant's alleged discriminatory practices.

The EEOC's Complaint alleges that: Defendant failed to refer individuals for temporary employment based on their race, sex, national origin, and age; that Defendant classified its applicants and temporary employees based on their race, sex, and age; and that Defendant complied with discriminatory requests made by its clients for temporary employees based on race, sex, and age. The EEOC's Complaint further alleges that Defendant discharged Duffy and Lopez in retaliation because they opposed Defendant's discriminatory practices and because Lopez participated in an EEOC investigation. The EEOC's Complaint also includes alleged record keeping violations of Section 709(c) of Title VII, 42 U.S.C. §2000e-8(c) and Section 7(a) of the ADEA, 29 U.S.C. §626(a).

Through this action, the Commission sought injunctive relief and monetary damages for individuals affected by Defendant's alleged discriminatory acts.

Section 102 Purpose of the Decree

A. This Decree pertains only to the EEOC and Defendant Area Temps. Terms of any settlement(s) between Plaintiff-Intervenors, Area Temps and other Defendant(s) are contained in their separate settlement documents, except as provided in §301(A). The EEOC and Defendant Area Temps desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between them and their successors and assigns, which includes any proprietorship, corporation or other entity into which Area Temps may merge, consolidate or be acquired or transferred in whole or part.

B. Defendant Area Temps shall provide prior written notice with a copy of the EEOC's Complaint and a copy of this Consent Decree to any potential successors, assigns, and any other proprietorship, corporation or other entity into which Area Temps may merge, consolidate or be acquired, including any court ordered or approved acquisition, such as and without limitation, any insolvency, bankruptcy, marshalling, receivership, dissolution, sale or windup proceeding ("successors" and "assigns").

C. This Consent Decree resolves all claims and issues raised in EEOC's Complaint, for which EEOC Charges 220-2005-00901 (Age Directed), 220-2005-00206 (Kevin Duffy) and 220-2005-01114 (Ana Lopez) served as the jurisdictional prerequisites in this action. The Decree does not resolve any charge of discrimination currently pending before the EEOC, or any charge that may be filed in the future, other than the three (3) charges listed above. The Commission reserves all rights to proceed regarding matters not covered in this Consent Decree.

D. The terms of this Consent Decree represent the full and complete agreement of the EEOC and Area Temps. Those parties agree that this Decree may be approved and entered without Findings of Fact and Conclusions of Law being made and entered by the Court.

E. This Decree, being entered with the consent of the EEOC and Area Temps, shall not constitute an adjudication or finding on the merits of the case and does not constitute an admission by Area Temps to any violations of Title VII of the 1964 Civil Rights Act, the ADEA or any other law enforced by EEOC. Nothing contained in this Consent Decree shall be interpreted or construed as evidence of an admission of liability, or a waiver or release of any claim, except as expressly provided herein. Notwithstanding the foregoing, the Consent Decree may be used by the EEOC or Area Temps in any proceeding in this Court to enforce or implement the Consent Decree or any orders or judgments of this Court entered into in connection therewith.

Section 103 Prohibited Conduct and Injunction to Not Discriminate

A. Area Temps, its successors, assigns and managers, officers and agents acting on its behalf are hereby enjoined from discriminating against any applicant or temporary employee because of the individual's race, sex, national origin or age 40 or over. This injunction includes, but is not limited to, the following:

1. Hiring, firing, selecting, placing temporary employees;
2. Complying with discriminatory requests for temporary employees made by its clients;
3. Refusing or failing to refer applicants or temporary employees due

to presumed or inferred discriminatory client preferences;

4. Classifying or segregating its applicants and temporary employees based on their race, sex, national origin or age 40 or over.

B. Area Temps, its successors, assigns and managers, officers and agents acting on its behalf are hereby enjoined from retaliating against any individual because that individual is a beneficiary of this Decree, has filed a charge, made a complaint, otherwise opposed discriminatory employment practices or has provided information, assistance, or participated in any other manner in an EEOC investigation, including refusal or failure to destroy relevant documents, or in the litigation of this matter.

C. Nothing in this Consent Decree shall be construed to limit or reduce Area Temps' obligations to comply with the statutes enforced by the Commission: Title VII of the 1964 Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, Title I of the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, the Age Discrimination in Employment Act, 29 U.S.C. §621, *et seq.*, and the Equal Pay Act, 29 U.S.C. §206(d).

Section 104 Jurisdiction

A. The EEOC and Area Temps agree that this Court has jurisdiction over the subject matter of this litigation and the parties for the duration of this Decree that venue is proper, and all administrative prerequisites have been met. No party shall contest the validity of this Decree or the jurisdiction of this federal district court to enforce this Decree.

B. The Court shall retain jurisdiction over this action for the duration of the Decree for all purposes including, but not limited to, the entering of all orders, judgments, and decrees as necessary to implement the relief provided herein. In any action to enforce the terms of this Decree, the Court will have full authority to order any remedy the Court deems appropriate including, but not limited to, specific performance during or after the Decree's three (3) year term. Motions to invoke the Court's retained jurisdiction need not be filed during the term of the Decree so long as they are filed within sixty (60) days after exhaustion of the agreed dispute resolution procedure.

Section 105 Implementation of the Decree

The EEOC and Area Temps agree to take all steps that may be necessary to fully effectuate the terms of this Consent Decree.

Section 106 Amendments to the Decree

By consent of EEOC and Area Temps, this Consent Decree may be amended in the interest of justice and fairness and to facilitate execution of the Decree's provisions. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing and approved by EEOC and Area Temps.

In the event that changed or other circumstances make a modification of the Consent Decree necessary to ensure its purposes are fully effectuated, but good faith negotiations seeking such modifications are unsuccessful, either party to the Decree may move the Court to modify this Decree. Such motion may be granted only upon good cause shown that changed or other circumstances make such modification necessary.

Section 107 Duration of the Decree

The Consent Decree shall remain in effect for three (3) years from the date of the signed Decree's entry on the docket.

Section 108 Severability

If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following shall apply to insure that the Decree continues to effectuate the intent of the Parties. The provisions of this Decree which are not rendered unlawful, unenforceable or incapable of performance as a result of such legislative act or court decision, shall remain in full force and effect, and the Parties' responsibilities shall not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of the Decree would be undermined.

Section 109 Breach of Decree

A. EEOC and Area Temps agree that they will cooperate to effectuate and implement all terms and conditions of this Decree, and exercise good faith efforts to accomplish the terms and conditions of this Decree. The Commission and Area Temps agree to confer regarding any dispute arising from the implementation of this Decree. In the event the parties are unable to resolve this dispute, any action relating to this Decree shall be filed in the Court that approves this Decree. This Decree shall be construed under applicable federal law.

B. In the event either party to this Decree believes the other party has failed to comply with any provision of it, the complaining party shall notify the other party in writing of the specific provision or provisions with which compliance allegedly has not occurred and the facts forming the basis of the alleged non-compliance. Upon receipt of such notice, the alleged non-complying party shall have 30 days to remedy the alleged non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within 30 days, the complaining party may invoke the Court's retained jurisdiction by motion, with a supporting brief, requesting resolution of the dispute or the issues of non-compliance, provided, however, that such motion shall be limited to the dispute(s) and/or issue(s) as to which the parties have conferred.

The provisions of this section do not prevent a party from promptly bringing a motion to prevent a violation of the terms of this Consent Decree, which otherwise would be without meaningful remedy. In such situation, the moving papers shall explain the acts and circumstances that allegedly necessitate immediate action by the Court without first exhausting this dispute resolution procedure.

Section 110 Notices

Except as otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered, faxed or sent by express, certified or registered mail to the following persons (or their designated successors):

For the EEOC:

EEOC Cleveland Field Office - Legal Unit
1240 East Ninth Street, Suite 3001
Cleveland, Ohio 44199
Attention: Sr. Trial Attorney Jeffrey Stern
Facsimile: 216.522.7430

For Area Temps:

Timothy J. Ditchey, Esq.
DITCHEY GEIGER, LLC
Leader Building
526 Superior Avenue East – Suite 955
Cleveland, Ohio 44114
Facsimile 888.232.1934

A party may change such addresses by written notice to the other party that sets forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may, after agreement memorialized in writing, send each other such notifications, reports and communications by email.

PART II SYSTEMIC RELIEF

Section 201 Posting and Distribution of Notices

A. Notice of Resolution

Within ten (10) days of the entry of this Decree, Area Temps shall conspicuously post and maintain a "Notice of Resolution" regarding this lawsuit on the EEOC letterhead (attached as Exhibit A-1), in all of its offices in all prominent places where employee notices are posted. This Notice shall remain conspicuously posted for the duration of the Decree.

B. Distribution of Notices to Applicants For Employment

A copy of the Notice of Resolution (Exhibit A-1) shall be distributed to every applicant for temporary and full-time employment at Area Temps during the application process for the duration of the Decree. Applicants for temporary and full-time employment shall be instructed by Area Temps to read the notice (Exhibit A-1) and shall be given time to read the notice during the application process. Area Temps shall provide the notice in Spanish to applicants who speak Spanish as their first language and the Notice of Resolution form (Exhibit A-1) shall indicate in Spanish that the form is available in Spanish (Exhibit A-2).

C. Distribution of Notice to Current Full-time and Temporary Employees

Area Temps shall provide a copy of the Notice of Resolution (Exhibit A-1) to all current full-time employees and temporary employees by issuing the document along with each employee's paycheck in the first full payroll cycle following entry of the Decree.

For the duration of the Decree, Area Temps shall provide the same Notice of Resolution (Exhibit A-1) to all future full-time and temporary employees at the commencement of their employment.

D. Distribution of Customer Letter to Specified Officials and Employees

Within thirty (30) days of entry of this Decree, Area Temps shall distribute to its current executives, managers, supervisors and all employees responsible for the selection and placement of temporary workers, a copy of the Letter to Customers (Exhibit B) setting forth the obligations of Area Temps and their clients under the federal anti-discrimination laws and emphasizing Area Temps' commitment to abide by such laws. Such distribution shall be by issuing the document along with each covered official's and employees' paycheck in the first full payroll cycle following entry of the Decree.

For the duration of the Decree, Area Temps shall provide the same Letter to Customers (Exhibit B) to all future officials and employees covered by this section at the commencement of their employment.

E. Notices to Area Temps Customers

Within thirty (30) days of entry of this Decree, Area Temps shall send to all its current clients, by regular mail, a Letter to Customers (Exhibit B) setting forth the obligations of Area Temps and their clients under the federal anti-discrimination laws and emphasizing Area Temps commitment to abide by such laws. Area Temps shall provide EEOC with written certification that they have fulfilled their obligations in this paragraph within thirty (30) days of doing so. Area Temps agrees to provide a copy of the Letter to Clients to all new clients obtained by Area Temps throughout the duration of this Decree.

F. EEO Posters

Area Temps will post EEO posters in places visually accessible to applicants and employees of Area Temps as required by federal regulations.

Section 202 Modification of Application Process

A. Modify the Blue Cards

Within thirty (30) days of the entry of this Decree, Area Temps agrees to modify its "Blue Cards" which applicants for employment complete, to include both the date (day, month and year) the "Blue Card" is completed, as well as the date of birth of the applicant completing the "Blue Card," as set forth in Exhibit G. The "Blue Cards" may be available in either or both paper form or on-line.

B. Create a Blue Cards database

Within thirty (30) days of the entry of this Decree, for the duration of the Decree and three (3) years following the termination of the Decree, Area Temps agrees to create and maintain a computerized database that will record, in an orderly and timely fashion, all of the information contained on the "Blue Cards" completed by new applicants for employment. Area Temps will specifically record in the database the date the "Blue Card" was completed by the registered applicant, the full name of the applicant, the address of the applicant, the applicant's date of birth, race, ethnic, sex and position category(ies) sought.

C. Maintain the Blue Cards and Database

Area Temps will, from time to time, make a duplicate back-up copy of the computerized database of "Blue Cards" and the cards themselves will be retained for a period of not less than five (5) years. Area Temps agrees that only staff with a legitimate and non-discriminatory need to know will have access to the completed "Blue Cards" and the "Blue Card" computerized database.

D. Database Format

This database shall be maintained and formatted so that it can be written into or exported to a comma delimited file (".csv"), a data base file (".dbf") or other file types of commonly used database software (specifically, Excel, Quattro Pro, dBase, Fox Pro, or Paradox).

Section 203 Placement Testing and Reporting

A. Placement Testing

Within thirty (30) days of the entry of this Decree, and for the duration of this Decree, Area Temps will contract with a local non-profit agency that promotes the employment of and/or serves those protected by the federal anti-discrimination laws to make at least five (5) unique and unannounced "tests" of Area Temps. Each "test" shall be conducted on a different date, and at a date and time determined by the contracted agency. The "tests" will be spread out over the duration of the Agreement, although not necessarily in evenly timed increments. The agency will contact an Area Temps location, in person or by phone, using a fictitious or real business name, and requesting one or more temporary workers of a particular race, sex, national origin and/or age. The agency shall make a written record of the date of the "test," the Area Temps location contacted, the method of contact, the name used, the real name of the contract agency staff making the "test," the names of all Area Temps staff contacted, a detailed description of the request made, and a detailed description of the responses made by Area Temps employee(s) to the request. The contracted agency shall provide Area Temps and EEOC with a copy of the written record of each attempt within ten (10) days of each "test."

B. Placement Reporting

Annually for the first and third years and each six (6) month period of the second year of the term of this Decree, commencing twelve months from the entry of this Decree, Area Temps will provide to EEOC the City Search database in exported comma delimited or comparable format, listing the full names, home addresses, personal phone numbers, social security numbers, date of birth, "Blue Card" information (race, sex, national origin (if known), sex, date of birth, date of Blue Card), date the assignment began, date the assignment ended, customer assigned to (including customers listed on Exhibit C) and rate of pay for each temporary worker assigned during that reporting period, together with pertinent data dictionaries, field keys, field descriptions and layout information for use of the database. The provided database must also reflect:

1. The total number of applications for temporary work received by Area Temps during that reporting period.
2. The total number of registered applicants in each of the following categories: White, Black or African American, Pacific Islander, Asian, American Indian, Hispanic or Latino, sex (male and female), and age (date of birth).

3. The total number of temporary workers placed, in at least one assignment, for each of the following categories: White, Black or African American, Pacific Islander, Asian, American Indian, Hispanic or Latino, and age (date of birth).

4. The average length of temporary placement work, counted in days, for workers in the following categories: White, Black or African American, Pacific Islander, Asian, American Indian, Hispanic or Latino, and age (date of birth).

5. The average earnings temporary placement workers received in each of the following categories: White, Black or African American, Pacific Islander, Asian, American Indian, Hispanic or Latino, and age (date of birth).

Area Temps acknowledges that it will know the race, sex and ethnic identification of all newly hired temporary workers eleven days following the entry of this Decree because that information will be maintained in the computerized “Blue Card” database. Those temporary employees employed by Area Temps at the time of entry of this Decree, will be required to complete an updated “Blue Card” when next placed on a new assignment following entry of this Decree and the information on the “Blue Card” will be electronically recorded in accordance with the terms of this Decree.

C. Placement and Other Monitoring by the EEOC

The EEOC may monitor Area Temps’ compliance with the Consent Decree for a period of three (3) years from the entry of the Decree through the inspection of Area Temps’ premises upon reasonable notice, inspection and copying of records and interviews with employees at reasonable times.

Section 204 Discrimination Complaints

A. Reporting of Discrimination Complaints

Every twelve (12) months and for the duration of this Decree, Area Temps shall provide EEOC a written report with information regarding any verbal or written complaints of discrimination or retaliation made by employees, temporary workers, or applicants complaining of discrimination made unlawful by the statutes EEOC enforces during the preceding twelve (12) months. The report shall include the name of the complainant, the date of the complaint, the name of the alleged harasser or discriminator, the identity of the person receiving the complaint, a list of each step taken by Area Temps following the complaint of discrimination, the date of each step taken, a summary of the complaint, a summary of the investigation conducted by Area Temps and any remedial action taken by Area Temps. The report shall include all open complaints and all complaints closed or resolved within the prior twelve (12) months. The first report shall be due within twelve (12) months of the entry of this Decree.

B. Recognition Program for Discrimination Reports

Within thirty (30) days of entry of this Decree, Area Temps shall modify its anti-discrimination policy to include a recognition program for non-management employees' making internal EEO reports or complaints regarding discriminatory customer preferences or referrals. Such program shall include a financial recognition component which distributes not less than $250.00 annually during the term of this Decree in recognition of the office team (non-management) which best furthers the elimination or correction of discriminatory customer preferences or referrals during each year of the

Decree's term.

Area Temps shall transmit its recognition proposal to EEOC for comment within ten (10) days of entry of this Decree.

Section 205 Information Reporting

A. Temporary Employee Information

Up to four (4) times during the term of this Decree, EEOC may request that Area Temps provide specific information pertinent to compliance monitoring regarding temporary employees or groups of temporary employees referred to work assignments, for any period of time selected by EEOC. The information may include, but is not limited to, addresses and phone numbers of temporary workers, their dates of birth, sex, age, national origin, the wages they earned, and the work assignments made, such as reflected in City Search and other databases. Area Temps shall provide the requested information within forty-five (45) business days of the request by EEOC.

B. Customer or Client Information

Up to four (4) times during the term of this Decree, EEOC may request that Area Temps provide any information pertinent to compliance monitoring, regarding its clients, including but not limited to, job orders, job descriptions, notes of contact with the client, rolodex cards pertaining to the client, situation books and job orders. Area Temps shall provide the information within forty-five (45) business days of the EEOC request.

C. Restriction on Access or Use of Applicant Images

Area Temps shall not use photographic or electronic images of applicants for temporary employment in the referral or selection of applicants for temporary employment referrals. Area Temps' sales or other staff filling customer orders for temporary workers shall only have access to applicant images while that applicant is on current assignment. Access to applicant images necessary for the creation of employee identification cards shall be limited to Area Temps staff producing those cards and such access and the images shall not be shared with sales or other staff selecting or referring applicants for temporary employment. Area Temps shall report, within ten (10) days following entry of this Decree, the method of access security proposed to comply with these image access and use restrictions, including a list of names, job titles and duties of Area Temps staff with proposed image access and those without.

Section 206 Compliance with Record-keeping Requirements

A. Record Retention

For the duration of the Decree, Area Temps agrees to make and keep such records as are necessary to demonstrate its compliance with the Decree and under 29 C.F.R. §1602.14 and to verify that the reports submitted pursuant to the Decree are accurate.

B. Specific Documents to be Retained

For the duration of the Decree, and for three (3) years following the termination of the Decree, Area Temps shall retain the following hard-copy and computer records:

1. All job advertisements and/or any other documents used to solicit applicants for temporary employment;
2. All applications for temporary employment and all other documents submitted or completed as part of the application process including, but not limited to, applications received in-person, by mail, by fax and by electronic means;

3. All records regarding the selection and placement of temporary employees;

4. All personnel files including all performance evaluations, discipline and termination records for full-time employees, and all employee notices, I-9s, tax forms, employee release forms, application forms, job selection forms and other related documents for temporary employees;

5. All advertisements for any open positions;

6. All complaints of discrimination or harassment and all records relating to the investigation and remediation of such complaints;

7. All complaints of retaliation prohibited by statutes enforced by the EEOC, and all records of the investigation(s) of those complaint(s);

8. All computerized payroll data;

9. The City Search database, including at least the described data fields in Area Temps' most recent discovery production of the City Search data set in this case;

10. All customer and job profile forms, including without limitation, rolodexes, situation books and job orders.

Section 207 Miscellaneous

A. Applicant Recruitment

Every three (3) months, commencing with the effective date of this Decree and for the duration of this Decree, Area Temps shall send an applicant recruitment notice, by regular mail, to the organizations listed in Exhibit D. The applicant recruitment notices shall be signed by the President of Area Temps, state that Area Temps is an equal opportunity employer that encourages individuals who are African-American, Hispanic, Asian, female, and those who are forty (40) years of age or over to apply for temporary employment with Area Temps. The notices shall contain clear instructions regarding the procedures for applying for temporary employment with Area Temps. Area Temps shall request that the organizations post the notice for six (6) months through whatever means the organizations normally publicize job opportunities.

On the same date that the applicant recruitment notices above are mailed out, Area Temps shall send EEOC a specimen of the notice and certification of mailing to the organizations listed in Exhibit D.

B. Management Evaluation and Accountability Policy

At least once per year for the duration of this Decree, Area Temps shall assess its executives, managers and supervisors regarding their contribution to the compliance with this Decree, compliance with Area Temps EEO and anti-discrimination policies including the discrimination complaint and recognition system above, and with the federal anti-discrimination laws. Such assessment shall be made in writing and discussed with the person receiving it. Every twelve (12) months for the duration of this Decree, Area Temps shall provide EEOC with all copies of assessments reflecting these criteria that were given to the executives, managers and supervisors in the previous twelve (12) months.

C. Meetings on Decree

Defendant shall conduct a series of meetings during the course of the Decree with all managers and supervisors, during which meetings Defendant's top managers and officers will distribute and discuss the Consent Decree, emphasize its requirements, and communicate Defendant's commitment to compliance with the Decree. The first meeting shall be conducted within thirty (30) days of entry of this Decree. Thereafter, the remaining meetings shall be conducted every six (6) months during the term of the Decree, except that the last meeting shall be conducted no later than thirty (30) days before the expiration of the Decree.

Area Temps shall provide EEOC with written certification that it has fulfilled its obligations in this paragraph within ten (10) days of each meeting. Additionally, within ten (10) days of each meeting, Area Temps will provide EEOC with the full name(s) of the person(s) conducting each meeting, a list of attendees' full names and position titles, and copies of each meeting agenda or syllabus, of material distributed, and of any slide shows presented.

PART III MONETARY RELIEF FOR CLASS MEMBERS

Section 301 Claim Fund

A. Payment to the Claim Fund

Area Temps shall pay the gross amount of $650,000, of which $579,650.00 shall be paid into a Claim Fund (the "Fund"), in resolution of the Commission's Complaint. As reflected in Exhibit H, all payments made pursuant to this Decree are personally guaranteed by Raymond Castellucio.

Area Temps shall make the first Fund payment within sixty (60) days of entry of this Decree by depositing the sum of $183,249.98 in a financial institution as specified by the Claims Administrator/s below. Thereafter, Defendant shall make three (3) periodic payments to the Fund of $132,133.34 each at the end of the first, second, and third years during the term of this Decree.

The $70,350.00 remaining monetary relief shall be paid to Plaintiff-Intervenors, pursuant to a separate settlement document as referenced in §102(A), as follows: (1) $16,750.02 to be paid within ten (10) days of entry of this Decree to Plaintiff-Intervenors; and (2) three (3) periodic payments of $17,866.66 each to be paid to Plaintiff-Intervenors at the end of the first, second, and third years during the term of this Decree.

B. Administrator-Qualified Settlement Fund

EEOC shall retain an Administrator or Administrators for the claims process in this case and to administer the Claim Fund as a Qualified Settlement Fund. In accordance with 26 C.F.R. §1.468B-1(c)(1), the Court, by this provision of the Consent Decree, approves the establishment of the Claim Fund as a Qualified Settlement Fund administered by a settlement services firm or firms to be retained by EEOC. This Qualified Settlement Fund, in accordance with §1.468B-1(c)(2) is established to help resolve or satisfy one or more contested claims that have resulted or may result from an event or related series of events that have occurred and have given rise to one or more claims by EEOC asserting Area Temps' liability arising out of alleged violations of law. Lastly, under §1.468B-1(c)(3), the Claim Fund ordered established by this provision of the Consent Decree, shall be segregated from other assets of the transferor, Defendant Area Temps, Inc.

The payments to Claimants are for compensatory damages. Based on the lack of any prior employment relationship between Defendant and the Claimants, the absence of any adjudication of issues raised in the Complaint and Area Temps' payment to the Claim Fund according to the procedures herein as a step in resolving all claims and issues, each Claimant, to whom a payment is made will be provided by the Claim Fund, an IRS Form 1099-MISC for the year in which payment is made, as required by law, directed to the same address to which the check was sent.

C. Establishment and Control of the Fund

The Administrator or Administrators shall establish a fully FDIC-insured interest bearing account or accounts into which the Claim Fund shall be deposited. The Administrator or Administrators shall establish, maintain and make distributions from the Fund in accordance with the EEOC's instructions. All funds in the account shall be used to pay awards to Claimants as set forth in this Decree, except that any funds remaining in the account after all distributions to Claimants have been made shall be distributed in accordance with section §303(C) below.

D. Payments to Claimants

Claimants shall receive payments from the Claim Fund as determined solely by the EEOC in its discretion. Any undistributed and/or unclaimed monies in the Claim Fund shall be disbursed in accordance with §303(C) below.

Section 302 Claimants

A. Definition of Potential Claimants

Potential Claimants are any African-American, female, Hispanic or person age 40 or over who applied for temporary employment at Area Temps between January 1, 2002 and August 11, 2008 and who was not referred by Area Temps for temporary employment. EEOC will determine who, amongst the Potential Claimants, will receive relief under this Decree, which may involve creating Claimant subgroups and subperiods.

B. Notice, Claim and Release Forms

The EEOC, either directly or through a vendor or vendors, shall provide notice of this Decree and the claims process by mailing a Notice, Claim Form and Release to each person whom EEOC, using the City Search database, has identified as a Potential Claimant. This noticing will consist of one mailing to persons whom EEOC has identified as Potential Claimants using the names and addresses listed in the City Search database, without skip tracing or other address research for mailings returned by the postal service as undeliverable.

Potential Claimants' completed Claim and Release Forms must be returned to the Claim Administrator/s and will be considered timely if postmarked within four (4) weeks of the date of original mailing by EEOC or its Claims Administrator/s to the Claimants. EEOC in its sole discretion may consider the Claims delivered or postmarked after the deadline under compelling circumstances.

Section 303 Processing of Claims from Potential Claimants

A. Determination of Eligibility and Award Amount

The EEOC shall have sole discretion to determine the eligibility of Potential Claimants under Section 302 above, based on their completed and returned Claim Form and Release, the City Search database and, if necessary, the Potential Claimant's credibility and review of additional information and documents. EEOC shall have sole discretion to determine the award amount(s) to be paid to the eligible Claimants.

The submission of a signed Release Form to the Claims Administrator/s by a Claimant shall be deemed an acceptance of a monetary award to be paid from the

Claim Fund in an amount to be determined by EEOC after all eligible Claims have been identified. Any Potential Claimant who fails to timely return a Claimant Release Form to the Claims Administrator/s will be deemed to have declined to participate in this settlement and shall not receive a share from the Claims Fund, although the EEOC in its sole discretion may consider tardy Claimant Release and Claim Forms under compelling circumstances.

B. Distribution of Funds

Within ninety (90) days of timely receipt of all signed Claimant Releases and Claim Forms, EEOC shall provide the Claim Fund all such releases and an itemization of the amount that each Claimant is to receive from the Claim Fund. Within ten (10) days of receipt of the signed Releases by the Claims Administrator/s and the itemization from EEOC, the Claim Fund shall provide the releases to Defendant and shall distribute to Claimants by certified mail with return receipt, at the addresses provided by EEOC, the portion of the Claim Fund specified by EEOC. All payments to class members shall be considered as non-pecuniary, compensatory damages for employment discrimination and not as wages. The Administrator/s shall issue an IRS form 1099 to each Claimant with their check.

Subsequent Claim Fund payments from the Defendant's three installment payments of $132,133.34 each made to the Fund will be made to eligible Claimants as determined by EEOC no later than one hundred and twenty (120) days after deposit of each installment payment by Defendant.

C. Distribution of Undistributed and Unclaimed Portions of Class Fund

If the Claims Fund contains any undistributed and/or unclaimed funds ninety (90) days after the mailing of the last payments to the Claimants, those funds shall be donated to the National Day Laborer Organizing Network, 675 S. Park View St. Suite B, Los Angeles, California 90057.

Section 304 Miscellaneous Provisions Regarding the Claims Process

A. Cooperation by Area Temps with Claims Process

Area Temps will cooperate with the claims process and provide timely assistance as necessary in response to reasonable requests from the EEOC and/or its agents and the Administrator/s, including timely provision in electronic format acceptable to EEOC, of the identification (names, latest known mailing addresses, telephone numbers, social security numbers) of potential Claimants as defined in §302(A) above.

B. Assistance from Administrator or Other Agents

In EEOC's sole discretion, the Administrator/s described in §301(B) above may assist with any or all aspects of the claims process. The EEOC also may hire another administrator or other agent at its discretion to assist with any or all aspects of the claims process.

PART IV MONETARY AND OTHER RELIEF FOR INDIVIDUALS

401 Payments to Individuals

A. Anna M. Lopez

Anna M. Lopez shall receive $19,803 from the Claim Fund.

B. Kevin Duffy

In accordance with the terms of the Settlement Agreement, entered into between Intervener Duffy and Defendant(s), Area Temps will pay the amount specified therein in resolution of Duffy's claims. This payment shall be apart and not made from the Claim

Fund, and shall be in the nature of compensatory damages and attorney's fees, as specified in the Settlement Agreement. Area Temps will provide EEOC a copy of the check delivered to Duffy's counsel concurrent with providing the check to Duffy's counsel. Duffy's counsel will provide EEOC a copy of the check payable to Duffy and the IRS Form 1099 concurrent with providing them to Duffy.

C. Timothy D. Daniels

In accordance with the terms of the Settlement Agreement, entered into between Intervener Daniels and Defendant(s), Area Temps will pay the amount specified therein in resolution of Daniels' claims. This payment shall be apart and not made from the Claim Fund, and shall be in the nature of compensatory damages and attorney's fees, as specified in the Settlement Agreement. Area Temps will provide EEOC a copy of the check delivered to Daniels' counsel concurrent with providing the check to Daniels' counsel. Daniel's counsel will provide EEOC a copy of the check payable to Daniels and the IRS Form 1099 concurrent with providing them to Daniels.

D. Shauntiana Jones

In accordance with the terms of the Settlement Agreement, entered into between putative Intervener Jones and Defendant(s), Area Temps will pay the amount specified therein in resolution of Jones' claims. This payment shall be apart and not made from the Claim Fund, and shall be in the nature of compensatory damages and attorney's fees, as specified in the Settlement Agreement. Area Temps will provide EEOC a copy of the check delivered to Jones' counsel concurrent with providing the check to Jones' counsel. Jones' counsel will provide EEOC a copy of the check payable to Jones and the IRS Form 1099 concurrent with providing them to Jones.

E. Bonnie Vinci

In accordance with the terms of the Settlement Agreement, entered into between putative Intervener Vinci and Defendant(s), Area Temps will pay the amount specified therein in resolution of Vinci's claims. This payment shall be apart and not made from the Claim Fund, and shall be in the nature of compensatory damages and attorney's fees, as specified in the Settlement Agreement. Area Temps will provide EEOC a copy of the check delivered to Vinci's counsel concurrent with providing the check to Vinci's counsel. Vinci's counsel will provide EEOC a copy of the check payable to Vinci and the IRS Form 1099 concurrent with providing them to Vinci.

F. Deanna Riggs

Deanna Riggs shall receive $6,654.05 or an amount equal to the average award amount determined by EEOC under §303 above, which ever is greater, from the Claim Fund.

G. Victor Smith

Victor Smith shall receive $6,598.95 or an amount equal to the average award amount determined by EEOC under §303 above, which ever is greater, from the Claim Fund.

H. Elliot Armstrong

Elliot Armstrong shall receive at $1,099.82 or an amount equal to the average award amount determined by EEOC under §303 above, which ever is greater, from the Claim Fund.

I. Tamme Coates

Tamme Coates shall receive $5,231.11 or an amount equal to the average award amount determined by EEOC under §303 above, which ever is greater, from the Claim Fund.

J. Theresa Whitt

Theresa Witt shall receive $6,654.05 or an amount equal to the average award amount determined by EEOC under §303 above, which ever is greater, from the Claim Fund.

K. Cleve Epperson

Cleve Epperson shall receive $2,062.88 or an amount equal to the average award amount determined by EEOC under §303 above, which ever is greater, from the Claim Fund.

L. Montresse Sharpe

Montresse Sharp shall receive $800.69 or an amount equal to the average award amount determined by EEOC under §303 above, which ever is greater, from the Claim Fund.

M. Dwayne Axson

Dwayne Axson shall receive $4,677.24 or an amount equal to the average award amount determined by EEOC under §303 above, which ever is greater, from the Claim Fund.

N. Andrea Schummann

Andrea Schummann shall receive $2,053.47 or an amount equal to the average award amount determined by EEOC under §303 above, which ever is greater, from the Claim Fund.

O. Form and Method of Payment

The ten (10) individuals listed above, in §401(A) and §401(F) through §401(N), to be paid from the Claim Fund, shall receive their payment within thirty (30) days of date Defendant deposits its first Fund payment or within fifteen (15) days of providing a Release Form, whichever is later.

P. Release Forms

The ten (10) individuals listed above, in §401(A) and §401(F) through §401(N), to be paid from the Claim Fund, shall be required to provide their signed Release forms (Exhibits E and F as applicable) to EEOC before receiving their payment.

Q. IRS Form 1099

The Administrator/s shall issue an IRS Form 1099 for each Claimant in conjunction with the payments made to them from the Claims Fund, if required. Each Claimant shall be responsible for any taxes owed concerning these payments.

Section 402 References Provided to Individuals

Area Temps agrees to answer any and all inquiries by prospective employers regarding any of the ten (10) individuals listed in §401(A) and §401(F) through §401(N), above, by informing the prospective employer only of the individual's dates of employment, title(s) and salary and nothing more as is standard practice by policy.

The originals and all copies of Area Temps Documents 129-141 and 172 shall be expunged from Area Temps' records, including its employment records, and shall not be mentioned or referred to by Area Temps to any person or entity discussing or inquiring about the individual identified in §401(A) above.

Area Temps shall not mention this action, or any other matter related to this action or the underlying charges of discrimination, to prospective employers inquiring about any Claimant's or listed individual's application to or employment with Area Temps.

PART V. SIGNATURES

Each signatory to this Decree represents that each is fully authorized to execute this Decree and to bind the parties on whose behalf each signs.

Signed and agreed:

/Jeffrey A. Stern
Jeffrey A. Stern
(Ohio Bar No. 0020107)
Jeffrey.Stern@eeoc.gov
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Cleveland Field Office
AJC Federal Building
1240 East Ninth Street, Suite 3001
Cleveland, Ohio 44199
(216) 522-7458/fax (216) 522-7430

Timothy J. Ditchey
(Ohio Bar No. 0072017)
TJD@DitcheyGeiger.com
DITCHEY GEIGER, LLC
Leader Building
526 Superior Avenue East, Suite 955
Cleveland, Ohio 44114
(216)348-9700/fax (888) 232-1934
Attorney for Defendant, Area Temps, Inc.

Barbara A. Belovich
(Ohio Bar No. 0034183)
barbara@belovichlaw.com
5638 Ridge Road
Parma, Ohio 44129
(440) 884-8018/fax (440) 884-8021

Attorney for Plaintiffs/Intervenors

Amy S. Glesius
(Ohio Bar No. 0067162)
aglesius@glesiuslaw.com
The Law Office of Amy S. Glesuis, LLC
Monarch Center
5885 Landerbrook Drive, Suite 302
Cleveland, Ohio 44124
(216) 241-6882/fax (216) 373-0045
Attorney for Plaintiffs/Intervenors

IT IS SO ORDERED.

/s/SOLOMON OLIVER, JR.
U.S. District Judge Solomon Oliver, Jr.

Exhibit A-1
Notice to Employees and Temporary Workers

This Notice is being posted and distributed pursuant to a Consent Decree entered by the United States District Court of the Northern District of Ohio, EEOC v. Area Temps, Case No. 1:07 CV 2964, to resolve allegations of employment discrimination filed against Area Temps. It is an unlawful employment practice for a temporary employment agency:

1. to refuse to hire, place as temporary employee, discharge or otherwise discriminate against a person because of his/her race, national origin, sex, color, religion, age (40 or over), pregnancy, disability, or to retaliate because of he or she opposed discrimination.

2. to limit, segregate, or classify its applicants, employees or temporary employees in any way which would deprive or tend to deprive any person of employment opportunities or otherwise adversely affect his/her status as an applicant, employee or temporary employee, because of that person's race, national origin, sex, color, religion, age (40 or over), pregnancy, disability, or to retaliate because of he or she opposed discrimination.

Area Temps and its employees will not engage in any of the above acts or practices. Area Temps and its employees will not discriminate or retaliate in any manner against any person because of opposition to any practice declared unlawful under the federal anti-discrimination laws or because the person has participated in an EEOC investigation.

Area Temps is an Equal Opportunity Employer. This Notice is available in Spanish (Exhibit A-2) to applicants who speak Spanish as their first language.

Any employee or temporary employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. Reports of discrimination may be made to one or both of the persons listed below:

AREA TEMPS, INC.
Timothy J. Ditchey, Esq.
DITCHEY GEIGER, LLC
Leader Building
526 Superior Avenue, Suite 955
Cleveland, Ohio 44115
Fax number: (888)232-1934

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Cleveland Field Office
AJC Federal Building
1240 East Ninth Street, Suite 3001
Cleveland, Ohio 44199
(216) 522-7458
(216) 522-7430 telefax
Attention: Sr. Trial Attorney Jeffrey A. Stern

(Signature)

____
Kent Castelluccio, President
Area Temps, Inc.

____
Date

This notice is issued pursuant to a Consent Decree approved by the Court to resolve litigation with the U.S. Equal Employment Opportunity Commission.

Esta Notificación está disponible en Español (Anejo A-2) a los aplicantes que hablan Español como su primer idioma.

Anejo A-2
[Spanish Language Notice to Employees and Temporary Workers]

Esta notificación se esta publicando y distribuyendo de acuerdo a un Acuerdo entrado por la Corte de Distrito Federal para el Distrito del Norte de Ohio, EEOC v. Area Temps, Civil Núm: 1:07 CV 2694, para resolver las alegaciones de discrimen radicadas en contra de Area Temps. Es una practica de ilícita de empleo que una agencia de empleo temporero como Area Temps incurra en lo siguiente:

1. rehusar contratar, colocar como empleados temporeros, despedir o de alguna otra manera discriminar en contra de una persona por su raza, origen nacional, genero, color, religión, edad (más de 40), embarazo, incapacidad o represalia por sus actividades protegidas.

2. limitar, segregar, o clasificar sus aplicantes, empleados o empleados temporeros en una manera que limite o tienda a limita a persona alguna de sus oportunidades de empleo o de manera alguna afectar su estatus como empleado o empleado temporero, por su raza, origen nacional, genero, color, religión, edad (más de 40), incapacidad, o represalia por su actividad protegida.

Area Temps y sus empleados no incurrirán en ninguna de los actos o prácticas antes descritas.

Area Temps y sus empleados no discriminarán o incurrirán en represalias de manera alguna en contra de ninguna persona por su oposición a alguna practica decretada ilegal bajo la ley federal anti-discrimen o por la persona haber participado en un investigación conducida por el EEOC.

Area Temps es un Patrono con Igualdad de Oportunidades. Esta Notificación está disponible en Español (Anejo A-2) a los aplicantes que hablan Español como su primer idioma.

Cualquier empleado o empleado temporero tiene el derecho, y es instado a ejercer su derecho, a reportar alegaciones de discrimen en el empleo. Reportes de discrimen podrán hacerce a una o mas personas de las siguientes:

AREA TEMPS, INC.
Timothy J. Ditchey, Esq.
DITCHEY GEIGER, LLC
Leader Building
526 Superior Avenue, Suite 955
Cleveland, Ohio 44115
Fax number: (888)232-1934

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Cleveland Field Office
AJC Federal Building
1240 East Ninth Street, Suite 3001
Cleveland, Ohio 44199
(216) 522-7458
(216) 522-7430 telefax
Attention: Sr. Trial Attorney Jeffrey A. Stern

(Signature)

____
Kent Castelluccio, President
Area Temps, Inc.

____
Date

Esta notificación se emite de acuerdo con in Acuerdo aprobado por la Corte para resolver el litigio con la Comisión de Igualdad de Oportunidades en el Empleo.

Exhibit B
Letter to Area Temps' Customers

(To be issued on Area Temps letterhead with the date of issuance at the top)

Client Name
Client Address

Subject: Area Temps Policy Regarding Equal Employment

Dear Sir/Madame:

We value your business and want to take this opportunity to communicate Area Temps' policy on equal employment.

Area Temps will not tolerate any violation of the laws relating to Equal Employment Opportunity, including requests by clients for temporary workers of a particular race, sex (including pregnancy), national origin, color, religion, disability, or age 40 or over.

Should one of Area Temps employees offer you a temporary worker(s) based on factors other than qualifications for the job, such as race, sex, national origin, color, religion, disability, and/or age (40 years and over), I ask that you call me personally at 216/781-5350.

Area Temps considers the attainment of equal employment opportunity for all persons to be a major business objective. Area Temps seeks your assistance in making us a premier and diverse employment agency.

Sincerely,

(signature of Kent Castelluccio here)

Kent Castelluccio, President
Area Temps, Inc

Exhibit C
List of Customers

Accuride
Akrochem
Alloy Engineering
American Brazing
American Heritage Billiards (also known as Recreational Products)
Ampex Metal Tech
Bennett Builders
Brotherhood of Parma aka Brotherhood of Locomotive Engineers
Buckeye Rubber
Chemical Solvents
Cleveland Gear
Cleveland Vicon
Codonics
Curtiss Wright
Elk Diversified
Empire Plow
Fairview Hospital
Fasteners for Retail
GEM Ornamental
GMAC
Hexagon Industries
Howmet Tempcraft
I Source
Independent Stamping
Iron Mountain
Jaco
Kichler Lighting
Kirkwood
Luk Automotive
Melin Tools
Miceli Dairy
Mr. Gasket
New York Frozen Foods
Plating Perceptions
Presrite
Pressure Components
Rogers Industrial
St. John Westshore
Sirna & Sons
Shred It
L.S. Starett Industries

Sunset Industries
Tech Industries
US Endoscopy
VSM Viking Sewing Machine
Varbros
Venture Lighting
Vesuvius
Vitamix
Woods Equipment

Exhibit D
Job Notice Organizations List

Cleveland Hearing and Speech Center
11206 Euclid Avenue
Cleveland, Ohio 44106

Deaf Services of Cleveland
3907 Northhampton Road
Cleveland, Ohio 44121

East Side Career Center
1468 East 55th Street
Cleveland, Ohio 44103

El Barrio Inc.
2001 West 65th Street
Cleveland, Ohio 44102

El Centro
1888 East 31st Street
Lorain, OH 44055

Fairfax Career Center
8111 Quincy Avenue, 2nd Floor
Cleveland, Ohio 44104

Glenville Career Center
12212 St. Clair Avenue
Cleveland, Ohio 44108

Linking Employment Abilities and Potential (LEAP)
1468 West 25th Street
Cleveland, Ohio 44113

Mature Services
333 Babbitt Road, Suite 343
Euclid, Ohio 44123

Mt. Pleasant Career Center
13815 Kinsman Avenue
Cleveland, Ohio 44120

NAACP
Learn to Earn for Life Program
2490 Lee Blvd.
Cleveland, Ohio 44118

Ohio City Career Center
2012 West 25th Street
Cleveland, Ohio 44113

Spanish American Committee
4407 Lorain Avenue
Cleveland, Ohio 44102

Southgate Career Center
5398 ½ Northfield Road
Maple Heights, Ohio 44137

United Labor Agency
3328 Carnegie Avenue
Cleveland, Ohio 44115

The Urban League of Greater Cleveland
2930 Prospect Avenue
Cleveland, Ohio 44115

Virgil E. Brown Career Center
1641 Payne Avenue, 1st Floor
Cleveland, Ohio 44114

Westshore Career Center
9830 Lorain Avenue
Cleveland, Ohio 44102

Youth Opportunities Unlimited
1361 Euclid Avenue
Cleveland, Ohio 44115-1819

Exhibit E

CLAIMANT RELEASE

In consideration for $______.____ paid to me by Area Temps, Inc., in connection with the resolution of EEOC v. Area Temps, Case No. 1:07 CV 2964 (N.D. Ohio), I waive my right to recover for any claims of failure to refer for temporary employment due to race, gender, age or national origin arising under Title VII of the 1964 Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, Title I of the Civil Rights Act of 1991 ("CRA of 1991") and the Age Discrimination in Employment Act, 29 U.S.C. §621, *et seq*. ("ADEA") that I had against Area Temps prior to the date of this release and that were included in the claims alleged in EEOC's Complaint in EEOC v. Area Temps, Inc.

Date:________________ Signature: __________________________________

Exhibit F

ANNA M. LOPEZ RELEASE

In consideration for $_____________ paid to me by Area Temps, Inc., in connection with the resolution of EEOC v. Area Temps, Case No. 1:07 CV 2964 (N.D. Ohio), I waive my right to recover for any retaliatory discharges claims due to opposition of discriminatory temporary employment assignments and participation in an EEOC investigation, arising under Title VII of the 1964 Civil Rights Act, as amended, 42 U.S.C. §2000e, *et seq.*, and Title I of the Civil Rights Act of 1991 ("CRA of 1991"), that I had against Area Temps prior to the date of this release and that were included in the claims alleged in EEOC's Complaint in EEOC v. Area Temps, Inc.

Date:_________________ Signature: __________________________________

Anna M. Lopez

Exhibit G

CONFIDENTIAL **CONFIDENTIAL**

AREA TEMPS, INC.

In cooperation with the **Equal Employment Opportunity Commission** and pursuant to a Consent Decree entered by the United States District Court of the Northern District of Ohio, EEOC v. Area Temps, Case No. 1:07 CV 2964, we are required to keep the following information on file. Your answers will NOT become a part of your permanent personnel records, nor will they affect your job placement status in any manner. Please answer all sections completely; we must have this information to conform to government regulations.

NAME ______________________ **OFFICE LOCATION** ______________________

ADDRESS ______________________ **DATE** ______________________

REQUIRED EEOC INFORMATION

Date of Birth ______________

Select your Gender ☐ MALE ☐ FEMALE

Type of Position Applied for

- ☐ Office Services & Administrative Professional
- ☐ Industrial/Trades
- ☐ Technical/Professional
- ☐ Other

Race/Ethnicity

- ☐ White (not Hispanic or Latino)
- ☐ Black or African American (not Hispanic or Latino)
- ☐ Native Hawaiian or Pacific Islander (not Hispanic or Latino)
- ☐ Asian (not Hispanic or Latino)
- ☐ American Indian or Alaskan Native (not Hispanic or Latino)
- ☐ Hispanic or Latino
- ☐ Two or More Races (not Hispanic or Latino)

Administrator: Please forward this record to the corporate office for confidential filing

FORM NO. 091AT-1009

Exhibit H

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Guaranty") is made effective the ____ day of _______, 2010, by the undersigned Raymond Castelluccio (the "Guarantor"), controlling owner of Area Temps, Inc.

W I T N E S S E T H :

WHEREAS, in resolution of Equal Employment Opportunity Commission et al.v. Area Temps, Inc. et al., Civil Action No. 1:07-CV-2964 (ND OH), Area Temps, Inc., an Ohio corporation ("Area Temps" or "Defendant") and the Equal Employment Opportunity Commission ("EEOC") have entered into a certain Consent Decree (the "Consent Decree"), providing for the payment of $650,000 by Area Temps: as specified in the Decree, $579,650.00 is to be paid to the Claim Fund for the benefit of aggrieved individuals identified in the Decree and those whom EEOC deems eligible Claimants, which payment shall be made in one payment of $183,249.98 to be paid to the Fund within sixty (60) days of entry of the Decree and three (3) subsequent payments of $132,133.34 each to be paid to the Fund at the end of the first, second, and third years during the term of the Decree; and WHEREAS, as specified in the Decree, the remaining $70,350.00 in monetary relief shall be paid by Area Temps to the Plaintiff-Intervenors, which payment shall be made in one payment of $16,750.02 to be paid to Plaintiff-Intervenors within ten (10) days of entry of the Decree and three (3) subsequent payments of $17,866.66 each to be paid to the Plaintiff-Intervenors at the end of the first, second, and third years during the term of the Decree;

WHEREAS, the undersigned Guarantor is a founder, controlling shareholder, and creditor of Area Temps;

WHEREAS, as an inducement of and in consideration for EEOC's agreement to resolve its suit against Area Temps on terms contained in the Consent Decree, the undersigned Guarantor has agreed to guarantee the obligation of Area Temps for all payments under the Consent Decree;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the Guarantor does hereby agree as follows:

1. Guaranty. Guarantor hereby unconditionally and absolutely guarantees all payments and performance of the Consent Decree by Area Temps.

2. Binding Effect. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by the EEOC and shall be binding upon and enforceable against the Guarantor and his successors, if any.

3. Governing Law. This Guaranty shall be governed by and construed in accordance with federal law and the non-conflicting laws of the State of Ohio.

4. Modification. No modification or amendment to this Guaranty shall be valid unless reduced to writing and signed by the EEOC and the Guarantor.

5. Payment by Guarantors. If Defendant fails to make any payment under the Consent Decree by the due date set forth in the Consent Decree, Guarantor shall, within five (5) days of notice by EEOC of Defendant's non-payment, pay EEOC whatever payment is due. Within ten (10) days after the Guarantor's check(s) has been sent, Guarantor shall mail a copy of the check and proof of its delivery to Equal Employment Opportunity Commission, Cleveland Field Office, AJC Federal Building, 1240 East Ninth Street, Suite 3001, Cleveland, Ohio 44199, Attention: Sr. Trial Attorney Jeffrey A. Stern.

6. Term. This is a guaranty of payment and not of collection, and the undersigned Guarantor waives any right to require that any action be brought against Area Temps or any other person, or to require that resort be had to any security, before proceeding against the undersigned. This Guaranty shall not be limited to any specific time or period, nor shall termination of this Guaranty be effected by the death of the undersigned. This Guaranty shall remain in effect until all of the terms, conditions, and obligations of the Consent Decree have been fully performed by Area Temps.

IN WITNESS WHEREOF, the Guarantor has hereunto set his hand and seal on the day and year set forth below.

____

Raymond Castelluccio, GUARANTOR

Dated: __________________________________

SWORN TO and SUBSCRIBED in my presence this ___ day of ______, 2010.

____

Notary Public